

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE:	§	
	§	CASE NO. 25-40712
DZS INC., <i>et al.</i> , ¹	§	
	§	(Chapter 7)
DEBTORS.	§	

**FIRST NOTICE OF
ASSUMPTION OF EXECUTORY CONTRACT(S) OR UNEXPIRED LEASE(S)**

PLEASE TAKE NOTICE THAT on April 28, 2025 the United States Bankruptcy Court for the Eastern District of Texas (the “Court”) entered an order [Docket No. 112] (the “Sale Order”) that, among other things approved the sale of substantially all of the assets of the above-captioned debtors (the “Debtors”) to Zhone Technologies, Inc., (“Zhone”), formerly known as Fibre Acquisitions Corporation.

PLEASE TAKE FURTHER NOTICE THAT the Trustee filed the *Notices of Executory Contracts and/or Unexpired Leases to be Assumed* [ECF Nos. 47-66, 69] with the Court on April 14, 2025 and served such Notices on counter-parties to such Executory Contract(s) and/or Unexpired Lease(s) (each a “Notice of Potentially Assumed Contract or Lease”).

PLEASE TAKE FURTHER NOTICE THAT the Purchaser has elected to assume the Executory Contract(s) and/or Unexpired Lease(s) to which you are a party listed on the attached **Exhibit 1** to this Notice.

PLEASE TAKE FURTHER NOTICE THAT “cure” obligations included in the Notice of Potentially Assumed Contract or Lease or as otherwise agreed to by the Purchaser and any other party to such lease or contract (the “Cure Claim”) of any Executory Contract(s) or Unexpired Lease(s) included in this Notice, shall be satisfied for the purposes of section 365(b)(1) of the Bankruptcy Code, by payment in Cash, within ten (10) calendar days of this Notice or on such other date as the parties to such Executory Contract(s) and/or Unexpired Lease(s) may otherwise agree. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon such payment. The Purchaser may settle and pay any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. The Trustee and Purchaser may adjourn consideration of any cure dispute beyond the Sale Hearing.

¹ The Debtors in these Chapter 7 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: DZS Inc. (9099); DZS Services Inc. (3763); and DZS California Inc. (3221) (each “Debtor” and collectively the “Debtors”). The location of the Debtors’ service address for purposes of these Chapter 7 Cases is: 5700 Tennyson Parkway, Suite 400, Plano, TX 75024.

PLEASE TAKE FURTHER NOTICE THAT the Purchaser is responsible for payment of any Cure Claims as defined in the Notice of Potentially Assumed Contract or Lease related to your agreement.

PLEASE TAKE FURTHER NOTICE THAT any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan was due no later than April 25, 2025.

PLEASE TAKE FURTHER NOTICE THAT any request for payment of or objection to a Cure Claim that differs from the cure amounts listed in the Notice of Potentially Assumed Contract or Lease was also required to be Filed with the Bankruptcy Court no later than April 25, 2025.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Sale Order, any counterparty to an Executory Contract or Unexpired Lease that failed to timely object to the proposed assumption, assumption and assignment, or related Cure Claim is deemed to have assented to such assumption and assignment and/or Cure Claim of such Executory Contract or Unexpired Lease, as applicable, and any untimely objection shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against the Purchaser, without the need for any objection by the Purchaser or any other party in interest or any further notice to or action, order, or approval of the Court. Such counterparties to such Executory Contract(s) or Unexpired Lease(s) shall be deemed to release and waive, subject to such counterparties' receipt of the applicable Cure Claim, any and all rights arising under such Executory Contract(s) or Unexpired Lease(s) related to any default, cross-default, termination, put right, or other similar provision related to any event, default, or potential default on or occurring prior to the Closing Date.

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract and/or Unexpired Lease pursuant to the Sale Order shall result in the full release and satisfaction of any claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any such Executory Contract or Unexpired Lease at any time on or before the date that the Debtors assume or assume and assign such Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on Notice of Potentially Assumed Contract or Lease, shall constitute an admission by the Debtors, the Trustee or Purchaser that any such contract or lease is in fact an Executory Contract or Unexpired Lease, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is a binding and enforceable agreement. In addition, the Trustee and Purchaser shall have the right to: (i) alter, amend, modify, or supplement any information set forth herein, including to add or remove any Executory Contract or Unexpired Lease from the Rejection List or Assumption List, pursuant to the terms of the Plan; and (ii) contest any Claim asserted in connection with any Executory Contract or Unexpired Lease.

Any questions regarding this Notice should be directed to John Higgins at 469-581-9204, Email: john.higgins@zhone.com.

Dated: May 9, 2025.

Respectfully submitted,

DYKEMA GOSSETT PLLC

By: /s/ Dominique A. Douglas

Deborah D. Williamson

Texas State Bar No. 21617500

Dominique A. Douglas

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**ATTORNEYS FOR
ZHONE TECHNOLOGIES, INC.
FORMERLY KNOWN AS
FIBRE ACQUISITION CORPORATION**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 9, 2025, a true and correct copy of the foregoing was served by electronic means as listed on the Court's ECF noticing system and first class mail to necessary contract counterparties.

/s/ Dominique A. Douglas

Dominique A. Douglas

Exhibit 1
Assumption List

DZS ID	Counterparty Name	Description of Contract or Lease
2.0007	ADVANCED COMPUTER TECHNOLOGY ACT	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0008	ADVANCED COMPUTER TECHNOLOGY S.A.E.	MUTUAL NON-DISCLOSURE AGREEMENT
2.0009	TAMDEED PROJECTS LLC; SISALAT SERVICES HOLDING LLC	AMENDMENT #1
2.0010	ADVANCED MEDIA TECHNOLOGIES INC	AMENDMENT #1
2.0011	ADVANCED MEDIA TECHNOLOGIES INC	AMENDMENT #2
2.0012	ADVANCED MEDIA TECHNOLOGIES INC	AMENDMENT #2
2.0013	ADVANCED MEDIA TECHNOLOGIES INC	CONTRACTUAL DOCUMENT
2.0014	ADVANCED MEDIA TECHNOLOGIES INC	DISTRIBUTOR AGREEMENT
2.0015	ADVANCED MEDIA TECHNOLOGIES INC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0016	ADVANTAGE TELCOM	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0036	AL-NAYI COMPANY	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0039	ALTITUDE INFRASTRUCTURE EXPLOITATION SA	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0040	AMG TECHNOLOGY INVESTMENT GROUP LLC	MUTUAL PRODUCT EVALUATION AGREEMENT

2.0041	ANIXTER INC	RESELLER AGREEMENT
2.0042	ANIXTER INC	RESELLER AGREEMENT
2.0043	ANIXTER INC; JT INDUSTRIES INC; LUCENT TECHNOLOGIES BELL LABS INNOVATION LUCENT TECHNOLOGIES INC	LETTER OF AGREEMENT NO. ANX052001
2.0044	ANIXTER INC; JT INDUSTRIES INC; LUCENT TECHNOLOGIES BELL LABS INNOVATION LUCENT TECHNOLOGIES INC	LETTER OF AGREEMENT NO. ANX052001
2.0045	ANTXTER INC	PARTICIPATION ADDENDUM
2.0054	AT&T GLOBAL CONNECTIONS	SERVICES AGREEMENT
2.0055	AT&T SERVICES INC	AMENDMENT NO. 7 TO AGREEMENT NO. 10708.C (FORMERLY 20101130.074.C)
2.0056	AT&T SERVICES INC	AMENDMENT NO. 8 TO AGREEMENT
2.0057	AT&T SERVICES INC	AMENDMENT NO. 9 TO AGREEMENT
2.0058	AT&T SERVICES INC	PRODUCT EVALUATION AGREEMENT
2.0059	AT&T SERVICES INC	PRODUCT EVALUATION AGREEMENT
2.0060	AT&T SERVICES INC	PRODUCT EVALUATION AMENDMENT NO. 307075.S.002 TO TRIAL AGREEMENT NO. 307075.A.003
2.0061	ATLANTIC TELEPHONE MEMBERSHIP CORP (ATMC)	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0062	ATLANTIC TELEPHONE MEMBERSHIP CORPORATION	MUTUAL PRODUCT EVALUATION AGREEMENT

2.0065	AXON NETWORKS INC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0066	AXTEL SAB DE CV	AMENDMENT NUMBER FIVE TO THE SUPPLY CONTRACT
2.0067	AXTEL SAB DE CV	AMENDMENT NUMBER FIVE TO THE SUPPLY CONTRACT
2.0068	AXTEL SAB DE CV	AMENDMENT NUMBER FOUR TO THE SUPPLY CONTRACT
2.0069	AXTEL SAB DE CV	AMENDMENT NUMBER FOUR TO THE SUPPLY CONTRACT
2.0070	AXTEL SAB DE CV	AMENDMENT NUMBER ONE TO THE SUPPLY CONTRACT
2.0071	AXTEL SAB DE CV	AMENDMENT NUMBER THREE TO THE SUPPLY CONTRACT
2.0072	AXTEL SAB DE CV	AMENDMENT NUMBER TWO TO THE SUPPLY CONTRACT
2.0073	AXTEL SAB DE CV	EXHIBIT A "EQUIPMENT DESCRIPTION, TECHNICAL SPECIFICATIONS AND FUNCTIONAL PARAMETERS"
2.0074	AXTEL SAB DE CV; SERVICIOS AXTEL SA DE CV; VIER PRESIDENT SALAS MIKE SCHLECK	SUPPLY CONTRACT
2.0075	AXTEL SAB DE CV; SERVICIOS AXTEL SA DE CV; VIER PRESIDENT SALAS MIKE SCHLECK	SUPPLY CONTRACT
2.0076	BADER AL MULLA & BROTHERS COMPANY SPC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0077	BALTIC NETWORKS INC; VARGYAS NETWORKS INC	DISTRIBUTOR AGREEMENT
2.0078	BALTIC NETWORKS INC; VARGYAS NETWORKS INC	DISTRIBUTOR AGREEMENT

2.0079	BARQ SYSTEMS INC. (BSI)	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0083	BAYLAND TELEPHONE INC	ZHONE - SERVICE MAINTENANCE CONTRACT
2.0085	BEANFIELD TECHNOLOGIES	ZHONE TECHNOLOGIES, INC. PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0094	BLACKFOOT TELEPHONE COOPERATIVE INC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0096	BOINGO WIRELESS INC	MASTER PURCHASE ORDER AGREEMENT
2.0097	BONNEVILLE POWER ADMINISTRATION	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0098	BORDER STATES ELECTRIC SUPPLY	NON-EXCLUSIVE RESELLER AGREEMENT
2.0099	BRANCO; BRFIBRA TELECOMUNICACOES LTDA	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0100	BRIGHTSPEED; CONNECT HOLDING II LLC	STATEMENT OF WORK FOR DSL EXPRESSE SUBSCRIPTION SOLUTION
2.0101	BRIGHTSPEED; CONNECT HOLDING II LLC	STATEMENT OF WORK FOR GPON EXPRESSE AND CLEARVIEW SUBSCRIPTION SOLUTION
2.0102	BRIGHTSPEED; CONNECT HOLDING II, LLC	AMENDMENT NO. 2
2.0104	BTC NETWORKS BAUD TELECOM COMPANY	RESELLER AGREEMENT
2.0110	CALLISONRTKL INC	ELITE AUTHORIZED VAR RESELLER AGREEMENT
2.0111	CAMYNO GMBH	MUTUAL PRODUCT EVALUATION AGREEMENT

2.0112	CANADIAN NATIONAL RAILWAY COMPANY	MASTER SERVICE AGREEMENT
2.0113	CANADIAN NATIONAL RAILWAY COMPANY	MATERIAL AND SERVICES PURCHASE AGREEMENT
2.0120	CDE LIGHTBAND (CLARKSVILLE DEPARTMENT OF ELECTRICITY)	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0126	CENTRAL OKLAHOMA TELEPHONE CO LLC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0127	CENTRAL OKLAHOMA TELEPHONE CO LLC; CENTRAL OKLAHOMA TELEPHONE COMPANY LLC	QUOTE
2.0128	CENTRAL TRENCHING, INC.	RESELLER AGREEMENT
2.0129	CENTURYTEL SERVICE GROUP LLC	SERVICE MAINTENANCE CONTRACT PROPOSAL
2.0130	CENTURYTEL SERVICE GROUP LLC; LUMEN TECHNOLOGIES SERVICE GROUP LLC; BRIGHTSPEED	STATEMENT OF WORK
2.0132	CHONE TECHNOLOGIES LOC CONSOLIDATED COMMUNICATIONS INC	SERVICE MAINTENANCE CONTRACT
2.0133	CHR SOLUTIONS INC; ENGINEER MARTIN GROUP INC; STRATFORD MUTUAL TELEPHONE COMPANY	SPECIAL EQUIPMENT CONTRACT CLOSEOUT
2.0134	CHR SOLUTIONS INC; INTERBEL TELEPHONE COOPERATIVE INC	MONTANA 522L — INTERBEL CONTRACT CLOSEOUT CERTIFICATION AND CERTIFICATION OF COMPLETION